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17 CENTRE ONE

18 **UNITED STATES DISTRICT COURT**
19 **CENTRAL DISTRICT OF CALIFORNIA**
20 **SOUTHERN DIVISION**

21 CENTRE ONE,
22 Plaintiff,
23 vs.
24 CHARTER COMMUNICATIONS, LLC.
25 Defendant.

26 CASE NO. 8:19-cv-2317

27 **COMPLAINT FOR PATENT**
28 **INFRINGEMENT**

JURY TRIAL DEMANDED

1 Plaintiff CENTRE ONE files this Original Complaint against Defendant
2 CHARTER COMMUNICATIONS, LLC alleging as follows:

3 **I. THE PARTIES**

4 1. CENTRE ONE (“Plaintiff” or “Centre One”) is a corporation organized
5 and existing under the laws of the State of Nevada, with a principal place of business
6 at 17 Pappagallo Point, Aliso Viejo, California 92656.

7 2. Defendant CHARTER COMMUNICATIONS, LLC (“Defendant” or
8 “Charter”) is a limited liability company organized under the laws of Delaware with a
9 principal place of business at 12405 Powerscourt Drive, St. Louis, Missouri 63131.
10 CHARTER COMMUNICATIONS, LLC may be served with process by serving
11 Corporation Service Company doing business in California as CSC – Lawyers
12 Incorporating Service located at 2710 Gateway Oaks Drive, Suite 150N, Sacramento,
13 California 95833.

14 **II. JURISDICTION AND VENUE**

15 3. This is an action for infringement of several United States patents.
16 Federal question jurisdiction is conferred to this Court over such action under 28
17 U.S.C. §§ 1331 and 1338(a).

18 4. Charter is among the largest telecommunications companies in the
19 United States, offering cable television, internet, and telephone service. Charter
20 operates and maintains a nationwide voice and data network through which it sells,
21 leases, and offers for sale or lease products and services to businesses, consumers, and
22 government agencies, including the Accused Products as described herein, within the
23 Central District of California. Charter maintains several regular and established
24 places of business within the Central District of California including at least its sales
25 offices located at 2020 N. Grand Avenue, Suite 102, Santa Ana, California 62705 and
26 at 1835 Newport Boulevard, Suite C145, Costa Mesa, California 92627. Defendant
27 offers for sale and sells its Spectrum telephony products and services, including the
28 Accused Products as described herein, from this location.

1 5. Charter has sufficient minimum contacts with the Central District of
2 California such that this venue is fair and reasonable, including at least Defendant’s
3 offering for sale and selling its Spectrum branded telephony products and services
4 within this District. Defendant has committed such purposeful acts and/or
5 transactions in this District that it reasonably should know and expect that they could
6 be hailed into this Court as a consequence of such activity. Defendant has transacted
7 and, at the time of the filing of this Complaint, continues to transact business within
8 the Central District of California.

9 6. For these reasons, personal jurisdiction exists and venue is proper in this
10 Court under 28 U.S.C. §§ 1391(b) and (c) and 28 U.S.C. § 1400(b), respectively.

11 **III. BACKGROUND AND FACTS**

12 7. Centre One is the owner of all rights and title in and to U.S. Patent No.
13 10,063,710 (“the ‘710 Patent”), U.S. Patent No. 9,774,745 (“the ‘745 Patent”), U.S.
14 Patent No. 8,724,643 (“the ‘643 Patent”), U.S. Patent No. 8,125,982 (“the ‘982
15 Patent”), U.S. Patent No. 7,486,667 (“the ‘667 Patent”), and U.S. Patent No.
16 7,068,668 (“the ‘668 Patent”). These patents are sometimes referred to collectively
17 hereinafter as “the Asserted Patents.” Each of the Asserted Patents claims priority
18 through the patent application issuing as the ‘668 Patent, filed on January 7, 2000.

19 8. All rights in and title to the patent applications subsequently issuing as
20 the Asserted Patents, including the rights of enforcement and to seek past damages,
21 have been assigned to Centre One.

22 9. The respective inventions disclosed and claimed in the Asserted Patents
23 were developed by Mr. Donald S. Feuer, an early pioneer in the development of VoIP
24 telephony.

25 10. Mr. Feuer began working in telecommunications in the early 1990s,
26 founding and managing several companies in the telecom space, including Newport
27 Telecom, which was a cellular rental company for hotels, rental cars, and individuals.
28

1 11. In or around 1995, Mr. Feuer developed and implemented a system for
2 Budget Rent a Car to track their fleet of vehicles via cellular signals, which was
3 controlled by commands initiated by a computer. Mr. Feuer developed interfaces for
4 vehicles for unlocking doors, alarming systems within vehicles, providing the ability
5 to “kill” or stop the vehicle, and mapping out “no go” zones in which the vehicle
6 would provide a notification when traveling into a “no go” zone.

7 12. In 1997, Mr. Feuer founded CentreCom Inc. (“CentreCom”) to offer
8 circuit switched-based one number “follow-me” services causing calls to be
9 simultaneously routed to several phones. Mr. Feuer sought to incorporate this “follow
10 me” functionality within a unified messaging service accommodating the forwarding
11 voice messages as text to email addresses and vice versa. Mr. Feuer’s work on these
12 systems led to his work in VoIP technology and development of systems and methods
13 for interfacing telephone, facsimile, email, and voicemail systems to accommodate
14 real time call control over the Internet. Mr. Feuer invested considerable time and
15 resources toward this pursuit over the following several years. Initially, Mr. Feuer
16 focused on a system that would interface a telephone call with the internet, and then
17 would send a notification to an interface connected to system when a call was
18 received.

19 13. In early 1998, Mr. Feuer began working with engineers at Microsoft
20 Corp. to refine aspects of the alpha version of its NetMeeting client that was intended
21 to provide video through a computer-to-computer connection and with Cisco Systems
22 and Ethereal exploring signal conversions necessary to modify and integrate Cisco
23 gateway and gatekeeper components with a switch to make and receive a call between
24 a computer and a telephone on the Public Switched Telephone Network (“PSTN”),
25 which were then incompatible communications systems.

26 14. By late 1998, Mr. Feuer had designed and developed a system of
27 hardware and software capable of making and receiving phone calls using Internet
28 Protocol (“IP”) communications, making connections between a telephone on the

1 PSTN and his computer on an IP network. Mr. Feuer continued to further refine this
2 system to improve its reliability, call quality, and services until it approached that of a
3 standard telephone call made over the PSTN.

4 15. Mr. Feuer began demonstrating his inventions to Cisco, Microsoft, Sun
5 Microsystems, Verizon, and others beginning in late January 1999 and throughout the
6 year. This led to Cisco investing in funding and financing for equipment and services
7 for CentreCom to provide VoIP service, and CentreCom raised an additional round of
8 funding and investments from other companies and individuals.

9 16. CentreCom was marketed as a Virtual Local Exchange Carrier to provide
10 its Centre One phone-to-PC, PC-to-phone, and phone-to-phone telecommunications
11 service through the Internet, and enhanced calling services for VoIP service including
12 voice messaging, call screening, conference calling, unified messaging (faxes and
13 emails as voicemails), and one number follow-me. In the fall of 1999, Microsoft
14 showcased CentreCom at its booth at Comdex, a major industry gathering. This led to
15 an article in Business Wire titled Microsoft Showcases Innovative
16 Telecommunications Solutions from CentreCom in Comdex Booth. The article called
17 CentreCom “one of the most innovative voice-over-Internet Protocol (VoIP) and
18 switched global telecommunications service providers.”

19 17. Nonetheless, CentreCom was unable to survive the dotcom and telecom
20 crashes of the early 2000s and a life-threatening illness developed by Mr. Feuer,
21 eventually ceasing operations in 2002. Mr. Feuer recovered from the illness and
22 continues to work in the telecom industry to this day.

23 18. The patent applications that issued as the Asserted Patents were
24 originally held in the name of Mr. Feuer and were assigned to Centre One in 2006.

25 19. In 2009, Centre One filed a lawsuit asserting patent infringement of the
26 ‘667 and ‘668 Patents against Vonage Holding Corp., Vonage America Inc., Verizon
27 Communications Inc., and DeltaThree Inc. in Case No. 6:08-cv-00467-LED filed in
28 the Eastern District of Texas. The ‘667 and ‘668 Patents were placed in reexamination

1 during pendency of the lawsuit and were later confirmed as patentable after resolution
2 of the lawsuit.

3 **IV. THE ASSERTED PATENTS AND TECHNOLOGY**

4 20. The Asserted Patents are directed to VoIP technology, and systems and
5 methods for providing real-time voice communication between devices connected to
6 an IP network and devices connected to a PSTN, and providing advanced services and
7 features.

8 21. VoIP refers to a collection of technologies that digitize analog voice and
9 transmit it over digital data channels using Internet Protocol (IP). VoIP involves,
10 generally, conversion of analog voice to digital data which is then packetized as IP
11 packets in accordance with certain standards, or protocols, for transmission over a
12 packet-switched network. This transmission mode differs greatly from the circuit-
13 switched transmission mode for voice signals on the PSTN.

14 22. Application layer protocols implicated by VoIP include Session Initiation
15 Protocol (SIP), Session Description Protocol (“SDP”), Media Gateway Control
16 Protocol (“MGCP”), H.323, PacketCable Network-based Call Signaling (“NCS”), and
17 others. These protocols define how connections are made between endpoints to
18 initiate and route calls, the format and content of packetized data to be transmitted,
19 and operation of media gateways for interfacing IP networks with the PSTN. These
20 standards are created by standards organizations, such as the Internet Engineering
21 Task Force (“IETF”), and are adhered to by all telecom providers to ensure the ability
22 to communicate among and between devices regardless of service provider.
23 Defendant’s telecom infrastructure and related hardware and software components
24 providing for the Accused Products defined below, for example, are configured to
25 ascribe to the standards of each of these protocols, and others.

26 23. At the time Mr. Feuer was developing the invention of the Asserted
27 Patents, various local PSTN networks were connected to allow for communication of
28 voice signals from one device connected to a PSTN to any other device connected to a

1 PSTN; and computers with access to an IP network and voice packetization software
2 could packetize voice data and transmit the data to another computer over the IP
3 network. However, the voice networks of the PSTN were unable to be successfully
4 integrated with the data networks of an IP network to allow for real-time voice
5 communication between devices connected to the PSTN and devices connected to an
6 IP network. The inventions embodied in the claims of the Asserted Patents provide for
7 hardware or software component embodiments that include some or all of: a voice
8 response unit that can packetize PSTN voice signals or depacketize IP voice data; a
9 gateway which can interface the voice signals and data for transmission over an IP
10 network or a PSTN; and, a gatekeeper which performs address translation, admission
11 control, bandwidth management, and zone management functions for call control and
12 quality.

13 **IV. THE ACCUSED PRODUCTS**

14 24. Charter makes, uses, sells, and/or offers for sale VoIP products and
15 services under its Spectrum brand which directly and indirectly infringe one or more
16 claims of the Asserted Patents. More specifically, Charter makes, uses, sells, and/or
17 offers for sale residential Spectrum Voice home phone products and services, both as
18 a standalone service plan and bundled with other services. Bundled plans include:
19 Triple Play Select; Triple Play Silver; Triple Play Gold; and, Internet + Voice. These
20 residential products are referred to collectively, herein, as “the Accused Residential
21 Products.”

22 25. Charter makes, uses, sells, and/or offers for sale business phone services
23 including Spectrum Business Voice as a standalone service and as part of Charter’s
24 Business Bundle, Business Bundle Ultra, and Business Triple Play bundled plans.
25 These business telephony products and services are sometimes referred to collectively
26 as “the Accused Business Products.”

27 26. Charter additionally makes, uses, sells, and/or offers for sale mobile
28 phone service to existing Charter Internet customers, branded as Spectrum Mobile.

1 27. Each of the Accused Residential Products, the Accused Business
2 Products, and Spectrum Mobile are referred to collectively herein as “the Accused
3 Products.” The Accused Products are offered for sale and sold to Charter customers
4 in this District using Charter’s network(s) and infrastructure.¹ Charter’s network and
5 infrastructure comprises a Hybrid Fiber Coaxial network (“HFC”) to transmit
6 broadband content including voice, video, and data.

7 28. Charter’s HFC network operates in accordance with PacketCable
8 standards. PacketCable utilizes Internet Protocol (“IP”) for transmission of traffic
9 over the network as data packets. PacketCable accommodates the interconnection of
10 an HFC network with the PSTN through use of various protocols and signal
11 conversions. Protocols used to effect two way voice communication among and
12 between the HFC and PSTN include Data Over Cable Service Interface Specifications
13 (“DOCSIS”), Real Time Transport Protocol (“RTP”), Media Gateway Control
14 Protocol (“MGCP”), and Network-based Call Signaling (“NCS”), among others.

15 29. The PacketCable specification details a network architecture, shown in
16 Figure 1 below, usable by subscribers to the network to access, send, and receive data
17 over the network.² The PacketCable architecture accommodates two-way voice
18 calling between devices on a local network connected to the PacketCable network
19 (“UE’s” at bottom of Fig. 1) and devices connected to “Peer Networks” or the
20 “PSTN” via the Access Network and Interconnect components (in red box of Fig. 1).
21 UEs may comprise NCS-based or SIP-based telephones, including wired, wireless,
22 and WiFi-enabled mobile phones. For outbound voice calling from a subscriber
23 telephone, the telephone accesses the PacketCable network via “Access Network”
24

25 ¹ See Charter press release from August 25, 2014, entitled *All-Digital Network Brings*
26 *Faster Internet Speeds, More HD Channels for Charter Customers in Southern*
California, attached hereto as Exhibit H and incorporated for all purposes.

27 ² See, generally, *PacketCable 2.0 Architecture Framework Technical Report*, Cable
28 Television Laboratories, Inc., 2001 at §§ 5.2 and 6. This Report is attached hereto as
Exhibit G and incorporated for all purposes.

1 components, such as the Multimedia Terminal Adapter (“MTA”) and modems shown
 2 in Fig. 1, for example. These components are gateways which may be disposed at the
 3 customer premise and operate to receive and convert voice input and packetize it into
 4 data packets for IP transmission to a Cable Modem Termination System (“CMTS”)
 5 network component. The CMTS accesses Edge and Core components for routing, call
 6 control, and application of additional calling features.

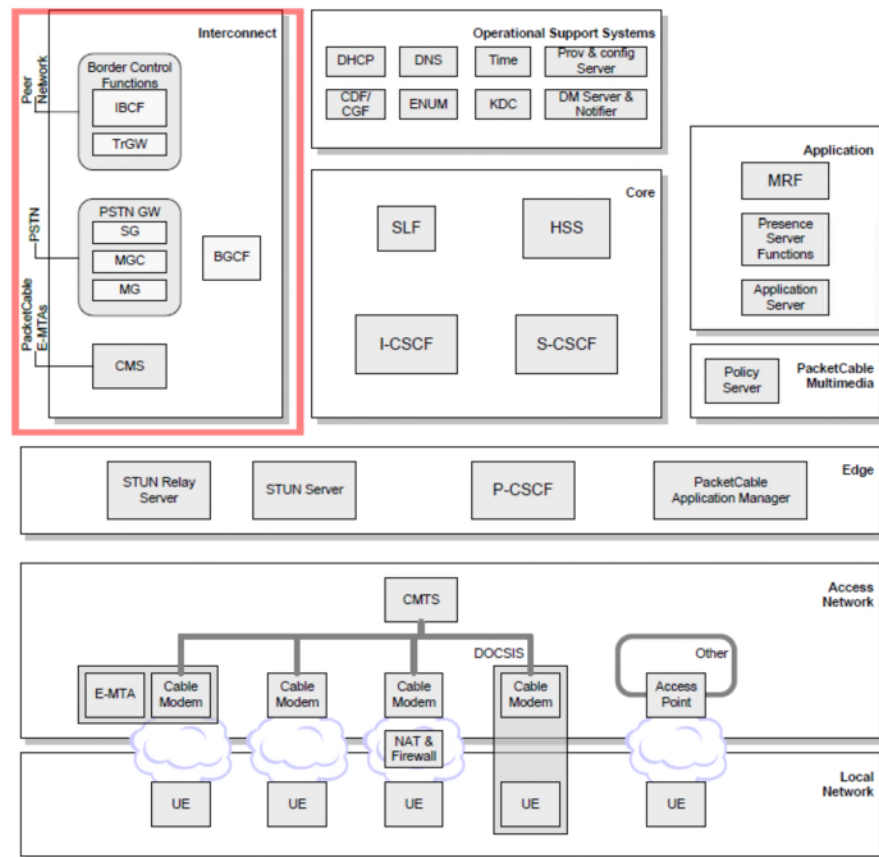


Figure 1 - PacketCable Reference Architecture

23 30. The PacketCable architecture accommodates voice calling between and
 24 among devices connected to the HFC broadband network and devices connected to the
 25 PSTN via the Interconnect components. The Breakout Gateway Control Function
 26 (“BGCF”) determines the Media Gateway Controller (“MGC”) to utilize for PSTN
 27 interconnect based on stored information. The MGC controls Media Gateways
 28 (“MG”) to provide transport layer and bearer interconnection to the PSTN. Signaling

1 Gateways (“SG”) provide performs signaling conversion at a transport layer between
 2 SS7-based transport and the IP-based transport used in the PacketCable network.
 3 Signaling for call routing and setup for calls to devices on the PSTN is shown in Fig.
 4 and Table 2, below.³

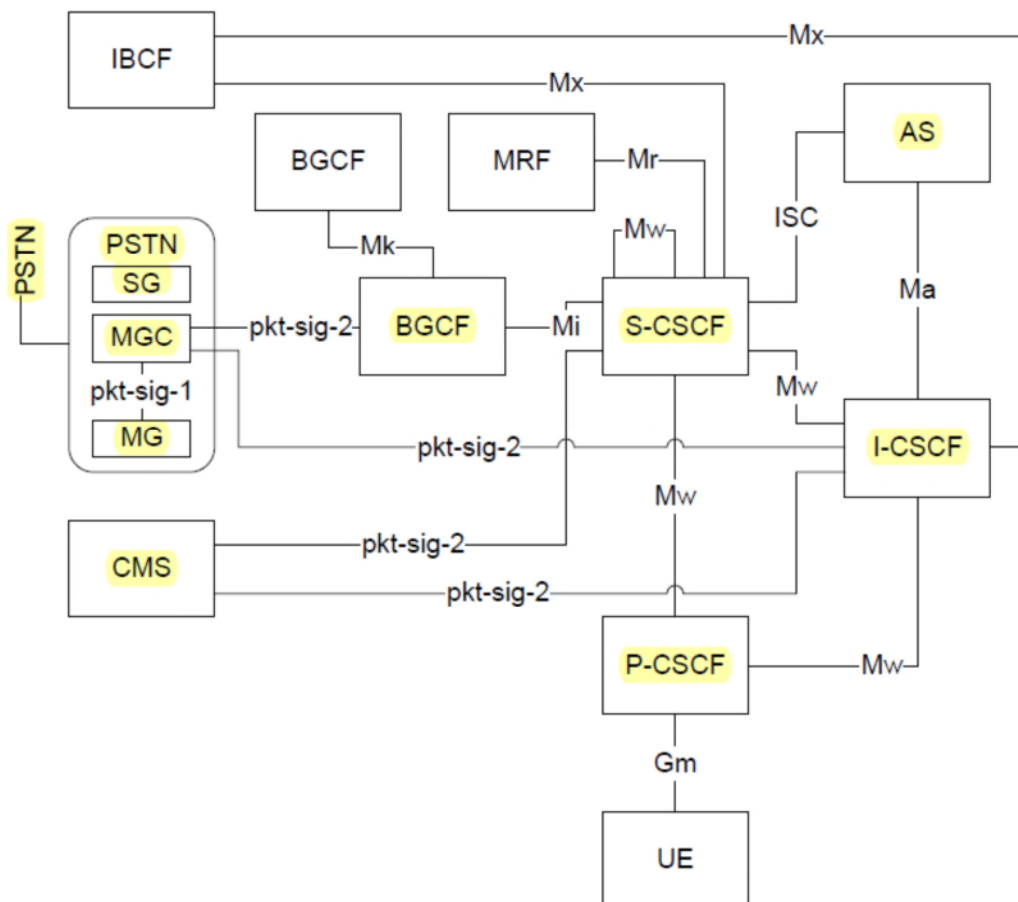


Figure 4 - Signaling Reference Points

³ See, generally, *PacketCable 2.0 Architecture Framework Technical Report*, Cable Television Laboratories, Inc., 2001 at § 7.1. This Report is attached hereto as Exhibit G and incorporated for all purposes.

Table 2 - Signaling Reference Point Descriptions

Reference Point	PacketCable Network Elements	Reference Point Description
Mx	I-CSCF – IBCF S-CSCF – IBCF	Allows an S-CSCF or I-CSCF to communicate with an IBCF when interworking with another network. For example, a session between the home and peer network could be routed via an IBCF in order to provide interworking between IPv6 and IPv4 SIP networks.
Mi	S-CSCF – BGCF	Allows the S-CSCF to forward the session signaling to the BGCF for the purpose of interworking with the PSTN networks.
Mk	BGCF – BGCF	Allows one BGCF to forward the session signaling to another BGCF.
Mw	P-CSCF – I-CSCF P-CSCF – S-CSCF I-CSCF – S-CSCF S-CSCF – S-CSCF	Allows the communication and forwarding of signaling messaging among CSCFs in support of registration and session control. It also allows the CMS to exchange SIP messages with the S-CSCF and I-CSCF for calls between E-MTAs and UEs.
Ma	I-CSCF – AS	Allows the I-CSCF to forward SIP requests destined to a Public Service Identity hosted by an Application Server directly to the Application Server.
Mr	S-CSCF – MRF	Allows an S-CSCF to exchange session signaling with an MRF to provide multimedia functions, such as network-provided tones and announcements, multi-port conferencing, and media stream transcoding.
ISC	S-CSCF – AS	Allows an S-CSCF to communicate with an AS in support of various applications.
Gm	UE – P-CSCF	Allows the UE to communicate with the P-CSCF for registration and session control.
pkt-sig-1	MGC – MG	Trunking Gateway Control Protocol (TGCP) interface as defined in the PacketCable TGCP Specification [TGCP].
pkt-sig-2	CMS – S-CSCF CMS – I-CSCF MGC – BGCF MGC – I-CSCF	CMSS protocol as defined in the PacketCable CMS to CMS Signaling Specification [CMSS]. Allows PacketCable E-MTAs to establish voice sessions with PacketCable elements. Also allows the BGCF and I-CSCF to exchange session signaling with a PacketCable MGC for the purpose of interworking with the PSTN.

31. Charter’s HFC network comprises Interconnect components and operation in accordance with the PacketCable architecture shown and described above. For example, for California subscribers, Charter provides Local Interconnection Service (“LIS”) through its Charter Fiberlink CA-CCO, LLC subsidiary. “LIS provides a connection between a Customer’s broadband facilities and the public switched telephone network” and requires “an IP-based, broadband connecting facility between the Customer and the Premises that uses a Cable Modem Termination System (CMTS) employing the Network-based Call Signaling specified by Cable Television Laboratories, Inc.(CableLabs®), a soft switch, a media gateway, and appropriate Customer Premises Equipment.”⁴ “The IP-based, broadband connecting facility between Customer and Subscribers, the CMTS, the soft switch, the

⁴ See “Tariff Schedules Applicable to Local Exchange Service of Charter Fiberlink CA-CCO, LLC” (§13.3) attached hereto as Exhibit I and incorporated for all purposes.

1 connecting facilities to the Company’s media gateway, and all Customer Premises
 2 Equipment must be provided by the Customer.” “LIS provides standard 10-digit
 3 telephone numbers with associated two-way local exchange telecommunications
 4 service to permit Customers to provide local interconnected VoIP service to
 5 Customer’s Subscribers.”

6 32. Charter’s HFC network is compatible for use and is used to provide VoIP
 7 telephony service in connection with SIP implementations. Testing performed by
 8 Avaya to verify Charter HFC network interoperability with the PSTN in SIP
 9 applications confirmed successful interoperation for providing voice calls and
 10 additional call control services.⁵ In an exemplary enterprise system, the system
 11 architecture and components shown below were utilized to connect to Charter’s HFC

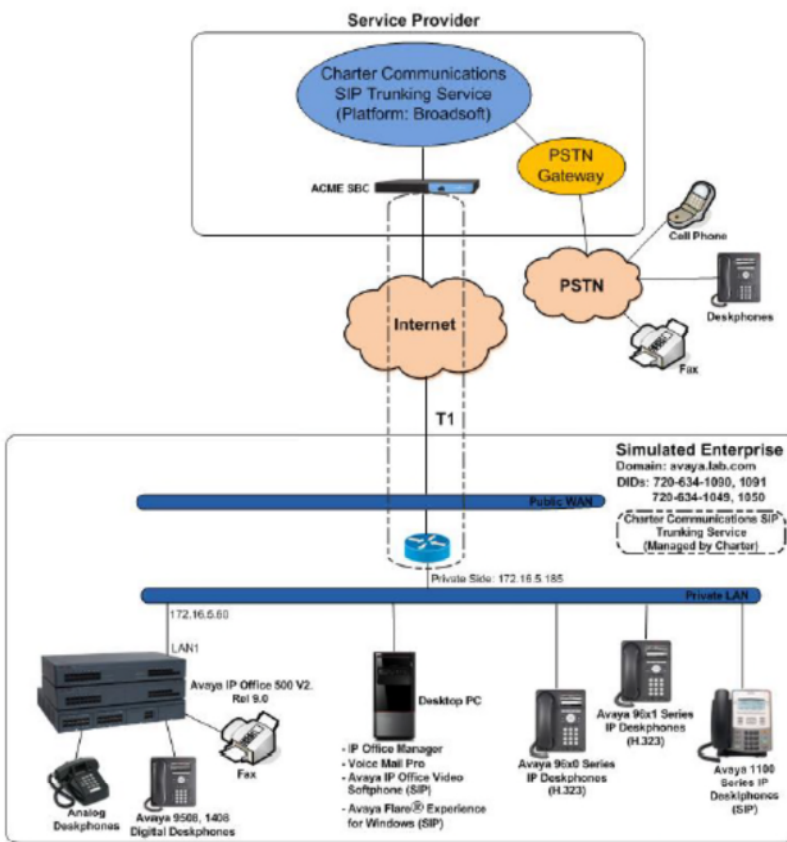


Figure 1: Avaya Interoperability Test Lab Configuration.

27 ⁵ See, generally, the Application Note for Configuring Avaya IP Office Release 9.0 to
 28 Support Charter Communications SIP Trunking Service – Issue 1.0 attached hereto as Exhibit J and incorporated for all purposes.

1 network to provide VoIP telephony service.

2 33. Charter offers the Accused Products and associated services over the
3 Charter network and infrastructure described above and, in the manner described
4 above.

5 34. The Accused Residential Products require installation of a customer
6 premise gateway device operable to perform necessary signal conversion of voice
7 signals output from a phone for IP transmission over the Charter network. These
8 devices are sometimes referred to by Charter as an MTA, eDVA, or a modem with
9 embedded phone adapter. Charter offers customer premise gateways to subscribers to
10 the Accused Residential Products and will install them for new subscribers.

11 35. The Accused Residential Products come with enhanced features,
12 including: voicemail; simultaneous ring; busy line redial; call return; call blocking;
13 speed dial; three-way calling; call forwarding; call waiting; caller ID; and call waiting
14 ID, among others.

15 36. The voicemail feature allows for receipt and storage of messages as audio
16 files, written transcripts, or as emails delivered to a subscriber's inbox. Charter
17 provides instructions for activating and configuring readable voicemail for its
18 subscribers.

19 37. Simultaneous ring allows a subscriber to designate additional phones to
20 which received calls are simultaneously routed upon receipt of an inbound call to a
21 subscriber. Charter provides instructions to its subscribers for activating simultaneous
22 ring and for adding additional phone numbers receiving simultaneously routed calls.
23 The additional numbers may correspond to addresses on an IP network or PSTN and
24 are stored within a Charter switch to effect simultaneous call routing.

25 38. Charter offers several types of business VoIP telephony service which are
26 provided over its network. Charter's Spectrum Business service is offered and sold to
27 it business customers and in connection with its Enterprise solutions, including PRI
28 trunking, SIP trunking, Unified Communications, and Hosted Call Center solutions.

1 Spectrum Business comes with several calling features, including those offered in
2 connection with the Accused Residential Products, among others.

3 **COUNT I**

4 **PATENT INFRINGEMENT**

5 **U.S. Patent No. 7,068,668**

6 39. Centre One repeats and re-alleges all preceding paragraphs of this
7 Complaint, as though fully set forth herein.

8 40. On June 12, 2013, an *Inter Partes* Reexamination Certificate affirming
9 the validity of the '668 Patent was duly and legally issued for "Method and Apparatus
10 for Interfacing a Public Switched Telephone Network and an Internet Protocol
11 Network for Multi-Media Communication." As of the filing of this Complaint, the
12 '668 Patent remains in force. A true and correct copy of the '668 Patent with the
13 Reexamination Certificate appended thereto is attached as Exhibit A to this Complaint
14 and made a part hereof.

15 41. Centre One is the owner of all right and title in the '668 Patent, including
16 all rights to enforce and prosecute action for infringement of the '668 Patent and to
17 collect damages for all relevant times against infringers of the '668 Patent.
18 Accordingly, Centre One possesses the exclusive right and standing to prosecute the
19 present action for infringement of the '668 Patent by Defendant.

20 42. The '668 Patent generally discloses and claims systems implemented
21 with a computer-controlled switch storing destination addresses on the PSTN an IP
22 network for subscribers and operable to accommodate real-time voice communication
23 between and among devices connected to an IP network and devices connected to a
24 PSTN. The systems are configured to enable conversion of voice-to-data and data-to-
25 voice signals to interface the two network types via hardware and software
26 components, including: a computer-controlled switch for simultaneously routing calls
27 to stored addresses on the PSTN and IP networks; a gate interface and gateway for
28 interfacing the signals of the PSTN and IP networks; and gatekeeper circuitry for call

1 control and call routing functions, such as address translation, admission control,
2 bandwidth management, and zone management. The systems are implemented with a
3 voice response unit converting voice signals into digital tones for use by the
4 computer-controlled switch.

5 43. Defendant, without authority, consent, right, or license, makes, has made,
6 uses, and sells the Accused Products which operate on Charter's network and
7 infrastructure which comprises each of the components and functionality of the
8 system claimed in at least claim 3 of the '668 Patent. Defendant's offering for sale
9 and selling the Accused Residential Products therefore directly infringes, either
10 literally or under the doctrine of equivalents, at least Claim 3 of the '668 Patent.
11 Centre One expressly reserves the right to assert additional claims of the '668 Patent
12 against Defendant.

13 44. Centre One has been damaged as a result of Defendant's infringing
14 conduct. Defendant is, thus, liable to Centre One in an amount that adequately
15 compensates for their infringement, which, by law, cannot be less than a reasonable
16 royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

17 **COUNT II**

18 **PATENT INFRINGEMENT**

19 **U.S. Patent No. 7,486,667**

20 45. Centre One repeats and re-alleges all preceding paragraphs of this
21 Complaint, as though fully set forth herein.

22 46. On September 16, 2013, an *Inter Partes* Reexamination Certificate
23 affirming the validity of claim 14 of the '667 Patent was duly and legally issued for
24 "Method and Apparatus for Interfacing a Public Switched Telephone Network and an
25 Internet Protocol Network for Multi-Media Communication." As of the filing of this
26 Complaint, the '667 Patent remains in force. A true and correct copy of the '667
27 Patent with the Reexamination Certificate appended thereto is attached as Exhibit B to
28 this Complaint and made a part hereof.

1 47. Centre One is the owner of all right and title in the ‘667 Patent, including
2 all rights to enforce and prosecute action for infringement of the ‘667 Patent and to
3 collect damages for all relevant times against infringers of the ‘667 Patent.
4 Accordingly, Centre One possesses the exclusive right and standing to prosecute the
5 present action for infringement of the ‘667 Patent by Defendant.

6 48. The ‘667 Patent discloses and claims methods for routing real-time voice
7 communications to a subscriber received from an Internet-connected device and
8 delivering a message if the call is not picked up. The real-time communication may
9 be routed from or to devices connected to either a PSTN or an IP network via
10 conversion of voice signals to digital tones by a voice response unit and gateway
11 communicatively connected to a switch. Received calls may be routed to each of a
12 predesignated IP address and a PSTN number assigned to the subscriber. The
13 communication may be received as a message in voice, e-mail, or facsimile form as
14 determined by the subscriber.

15 49. Defendant, without authority, consent, right, or license, make, has made,
16 use, and sell Accused Products which operate on Charter’s network and infrastructure
17 which comprise each of the components and functional steps of the method claimed in
18 at least claim 14 of the ‘667 Patent. Defendant therefore directly infringes, either
19 literally or under the doctrine of equivalents, claim 14 of the ‘667 Patent.

20 50. Centre One has been damaged as a result of Defendant’s infringing
21 conduct. Defendant is, thus, liable to Centre One in an amount that adequately
22 compensates for their infringement, which, by law, cannot be less than a reasonable
23 royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

24 **COUNT III**

25 **PATENT INFRINGEMENT**

26 **U.S. Patent No. 8,125,982 B2**

27 51. Centre One repeats and re-alleges all preceding paragraphs of this
28 Complaint, as though fully set forth herein.

1 52. On February 28, 2012 the ‘982 Patent was duly and legally issued for
2 “Method and Apparatus for Interfacing a Public Switched Telephone Network and an
3 Internet Protocol Network for Multi-Media Communication.” As of the filing of this
4 Complaint, the ‘982 Patent remains in force. A true and correct copy of the ‘982
5 Patent is attached as Exhibit C to this Complaint and made a part hereof.

6 53. Centre One is the owner of all right and title in the ‘982 Patent, including
7 all rights to enforce and prosecute action for infringement of the ‘982 Patent and to
8 collect damages for all relevant times against infringers of the ‘982 Patent.
9 Accordingly, Centre One possesses the exclusive right and standing to prosecute the
10 present action for infringement of the ‘982 Patent by Defendant.

11 54. The ‘982 Patent discloses and claims systems and methods that
12 accommodate real-time voice communication between and among devices connected
13 to an IP network and devices connected to a PSTN and that provide caller
14 identification. The claimed systems and methods are implemented with a computer-
15 controlled switch storing for a subscriber at least one destination address on each of a
16 PSTN and an IP network to which calls may be routed. Conversion of voice signals to
17 digital tones, or vice versa, is performed to interface the two networks, along with call
18 control and call routing functions such as address translation, admission control,
19 bandwidth management, and zone management. Caller identification functions are
20 performed upon routing of a call.

21 55. Defendant, without authority, consent, right, or license, make, has made,
22 use, sell, and/or offer for sale the Accused Products which operate on Charter’s
23 network and infrastructure comprising the components and functionality of the system
24 claimed in at least claim 1 of the ‘982 Patent. Defendant therefore directly infringes,
25 either literally or under the doctrine of equivalents, at least claim 1 of the ‘982 Patent.
26 Centre One expressly reserves the right to assert additional claims of the ‘982 Patent
27 against Defendant.
28

1 56. Centre One has been damaged as a result of Defendant's infringing
2 conduct. Defendant is, thus, liable to Centre One in an amount that adequately
3 compensates for their infringement, which, by law, cannot be less than a reasonable
4 royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

5 **COUNT IV**

6 **PATENT INFRINGEMENT**

7 **U.S. Patent No. 8,724,643 B2**

8 57. Centre One repeats and re-alleges all preceding paragraphs of this
9 Complaint, as though fully set forth herein.

10 58. On May 13, 2014 the '643 Patent was duly and legally issued for
11 "Providing Real-Time Voice Communication Between Devices Connected to an
12 Internet Protocol Network and Devices Connected to a Public Switched Telephone
13 Network." As of the filing of this Complaint, the '643 Patent remains in force. A true
14 and correct copy of the '643 Patent is attached as Exhibit D to this Complaint and
15 made a part hereof.

16 59. Centre One is the owner of all right and title in the '643 Patent, including
17 all rights to enforce and prosecute action for infringement of the '643 Patent and to
18 collect damages for all relevant times against infringers of the '643 Patent.
19 Accordingly, Centre One possesses the exclusive right and standing to prosecute the
20 present action for infringement of the '643 Patent by Defendant.

21 60. The '643 Patent discloses and claims systems operable to accommodate
22 and methods accommodating real-time voice communication between and among
23 devices connected to an IP network and devices connected to a PSTN. Such operation
24 entails conversion of voice signals to packetized digital data signals and vice versa to
25 interface the IP network and PSTN. Hardware and software components claimed
26 effect call control functions such as address translation, admission control, bandwidth
27 management, and zone management. Calls are routed to any of the one or more
28 destination addresses on the IP network or PSTN stored for a subscriber.

1 61. Defendant, without authority, consent, right, or license, make, has made,
2 use, sell, and/or offer for sale the Accused Products which operate on Charter’s
3 network and infrastructure comprising the components and functional steps of the
4 method claimed in at least claims 10 and 11 of the ‘643 Patent. Defendant therefore
5 directly infringes, either literally or under the doctrine of equivalents, at least claims
6 10 and 11 of the ‘643 Patent. Centre One expressly reserves the right to assert
7 additional claims of the ‘643 Patent against Defendant.

8 62. Centre One has been damaged as a result of Defendant’s infringing
9 conduct. Defendant is, thus, liable to Centre One in an amount that adequately
10 compensates for their infringement, which, by law, cannot be less than a reasonable
11 royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

12 **COUNT V**

13 **PATENT INFRINGEMENT**

14 **U.S. Patent No. 9,774,745 B2**

15 63. Centre One repeats and re-alleges all preceding paragraphs of this
16 Complaint, as though fully set forth herein.

17 64. On September 26, 2017 the ‘745 Patent was duly and legally issued for
18 “Providing Real-Time Voice Communication Between Devices Connected to an
19 Internet Protocol Network and Devices Connected to a Public Switched Telephone
20 Network.” As of the filing of this Complaint, the ‘745 Patent remains in force. A true
21 and correct copy of the ‘745 Patent is attached as Exhibit E to this Complaint and
22 made a part hereof.

23 65. Centre One is the owner of all right and title in the ‘745 Patent, including
24 all rights to enforce and prosecute action for infringement of the ‘745 Patent and to
25 collect damages for all relevant times against infringers of the ‘745 Patent.
26 Accordingly, Centre One possesses the exclusive right and standing to prosecute the
27 present action for infringement of the ‘745 Patent by Defendant.
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1 66. The '745 Patent discloses and claims a system for packetizing
2 depacketized voice information received by a telephone using a local gateway device.
3 The packetized information is transmitted to and over an IP network to provide
4 packetized digital voice data to a computer-controlled switch operable to
5 accommodate communication between the IP network and a PSTN. Transmission of
6 the packetized voice information to the IP network is effected without use of a private
7 branch exchange ("PBX").

8 67. Defendant, without authority, consent, right, or license, make, has made,
9 use, and sell the Accused Products, which operate on Charter's network and
10 infrastructure which comprises the components and functionality of the system
11 claimed in at least claim 1 of the '745 Patent. Defendant therefore directly infringe,
12 either literally or under the doctrine of equivalents, at least claim 1 of the '745 Patent.
13 Centre One expressly reserves the right to assert additional claims of the '745 Patent
14 against Defendant.

15 68. Centre One has been damaged as a result of Defendant's infringing
16 conduct. Defendant is, thus, liable to Centre One in an amount that adequately
17 compensates for their infringement, which, by law, cannot be less than a reasonable
18 royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

19 **COUNT VI**

20 **PATENT INFRINGEMENT**

21 **U.S. Patent No. 10,063,710 B2**

22 69. Centre One repeats and re-alleges all preceding paragraphs of this
23 Complaint, as though fully set forth herein.

24 70. On August 28, 2018 the '710 Patent was duly and legally issued for
25 "Providing Real-Time Voice Communication Between Devices Connected to an
26 Internet Protocol Network and Devices Connected to a Public Switched Telephone
27 Network." As of the filing of this Complaint, the '710 Patent remains in force. A true
28

1 and correct copy of the '710 Patent is attached as Exhibit F to this Complaint and
2 made a part hereof.

3 71. Centre One is the owner of all right and title in the '710 Patent, including
4 all rights to enforce and prosecute action for infringement of the '710 Patent and to
5 collect damages for all relevant times against infringers of the '710 Patent.
6 Accordingly, Centre One possesses the exclusive right and standing to prosecute the
7 present action for infringement of the '710 Patent by Defendant.

8 72. The '710 Patent discloses and claims systems and methods usable to
9 facilitate real-time voice communication between devices connected to an IP network
10 and devices connected to a PSTN. The systems and methods claimed employ a gate
11 interface circuitry communicatively coupled to each of the IP network and the PSTN
12 to receive a call from a device on the IP network and depacketize the voice data. A
13 voice response unit converts the depacketized voice data to digital tones which are
14 used by a computer control and switch route the call to a destination address of the
15 subscriber from among a plurality of destination addresses of the subscriber stored by
16 the computer control.

17 73. Defendant, without authority, consent, right, or license, make, has made,
18 use, and sell the Accused Products which operate on Charter's networks and
19 infrastructure which comprises the components and functionality of the system
20 claimed in at least claim 1 of the '710 Patent. Defendant therefore directly infringe,
21 either literally or under the doctrine of equivalents, at least claim 1 of the '710 Patent.
22 Centre One expressly reserves the right to assert additional claims of the '710 Patent
23 against Defendant.

24 74. Centre One has been damaged as a result of Defendant's infringing
25 conduct. Defendant is, thus, liable to Centre One in an amount that adequately
26 compensates for their infringement, which, by law, cannot be less than a reasonable
27 royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.
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PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court find in its favor and against Defendant, and that the Court grant Plaintiff the following relief:

- a. Judgment that one or more claims of the Asserted Patents have been directly and indirectly infringed, either literally or under the doctrine of equivalents, by Defendant;
- b. Judgment that Defendant account for and pay to Plaintiff all damages to and costs incurred by Plaintiff because of Defendant’s infringing activities and other conduct complained of herein, including enhanced damages as permitted by 35 U.S.C. § 284;
- d. That Plaintiff be granted pre-judgment and post-judgment interest on the damages caused by Defendant’s infringing activities and other conduct complained of herein;
- d. That the Court declare this an exceptional case and award Plaintiff its reasonable attorney’s fees and costs in accordance with 35 U.S.C. § 285;
- e. That Defendant, its officers, agents, servants and employees, and those persons in active concert and participation therewith, be permanently enjoined from infringement of one or more claims of the Asserted Patents or, in the alternative, if the Court finds that an injunction is not warranted, Plaintiff requests an award of post-judgment royalty to compensate for future infringement; and
- f. That Plaintiff be granted such other and further relief as the Court may deem just and proper under the circumstances.

DATED: December 2, 2019

UMBERG ZIPSER LLP

/s/ Mark A. Finkelstein
Mark A. Finkelstein
Attorneys for Plaintiff
CENTRE ONE

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DEMAND FOR JURY TRIAL

Plaintiff Centre One hereby demands a trial by jury, pursuant to Rule 38 of the Federal Rules of Civil Procedure, on all claims so triable.

DATED: December 2, 2019

UMBERG ZIPSER LLP

/s/ Mark A. Finkelstein
Mark A. Finkelstein
Attorneys for Plaintiff
Centre One